

WHEN RECORDED MAIL TO:

Cal-Western Reconveyance Corporation of Washington
P.O. Box 22004
525 East Main Street
El Cajon, CA. 92022-9004

Space Above This Line For Recorder's Use\_\_\_

Loan No. 0973861

2798556

T.S. No. 1078763-06

Parcel No. 38670000441309 & 1600

FIRST AMERICAN TITLE CO.

86491-2

#### NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Cal-Western Reconveyance Corporation of Washington, will on March 24, 2006, at the hour of 10:00am,

AT THE COUNTY COURTHOUSE, 205 W. KINCAID STREET

in the city of MOUNT VERNON, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of SKAGIT, State of Washington to-wit:

PTN. TRACT 44, "PLAT OF THE BURLINGTON ACREAGE PROPERTY" AKA LOT B-1, BURLINGTON SHORT PLAT NO. 2-92) AND MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT B.

Commonly known as: 618 W FAIRHAVEN AVENUE BURLINGTON WA 98233

which is subject to that certain Deed of Trust dated January 22, 2002, recorded January 30, 2002, under Auditor's File No. 200201300296, Book XX, Page XX, records of SKAGIT County, Washington, from VIRGINIA I HUIZENGA, A SINGLE WOMAN

as Grantor.

to LAND TITLE COMPANY OF SKAGIT COUNTY as Trustee, to secure an obligation in favor of NATIONAL CITY MORTGAGE CO DBA COMMONWEALTH UNITED MORTGAGE COMPANY as Beneficiary, the beneficial interest in which was assigned by N/A

to NATIONAL CITY MORTGAGE COMPANY

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No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is/are made as follows:

Failure to pay when due the following amounts which are now in arrears: \$6,379.10; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$84,494.35, together with interest as provided in the note or other instrument secured from June 01, 2005, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied regarding title, possession or encumbrances on March 24, 2006. The default(s) referred to in paragraph III, must be cured by March 13, 2006 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before March 13, 2006 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after March 13, 2006 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

See Exhibit "A" attached

by both first class and certified mail on October 19, 2005 proof of which is in the possession of the Trustee; and on October 20, 2005 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting its statement of all costs and fees due at any time prior to the sale.

VIII.

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The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

#### NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20<sup>th</sup> day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenant say summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

DATE: December 14, 2005

Cal-Western Reconveyance Corporation of Washington
P.O. Box 22004

P.O. Box 22004

525 East Main Street El Cajon, CA. 92022-900

(800) 546-153

Signature/By

Lorrie Womack, A.V.P.

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

On <u>December 14, 2005</u> before me, the undersigned,

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a Notary Public in and for said State, personally appeared

Lorrie Womack, A.V.P.

personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signatur

JULIE L. HANSHAW
Commission # 1342670
Notary Public - California
San Diego County
My Comm. Expires Feb 8, 2006

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1:31PM

## NOTICE OF TRUSTEE'S SALE EXHIBIT "A"

Loan No. 0973861 T.S. No. 1078763-06

Name & Address:

VIRGINIA I. HUIZENGA 618 W FAIRHAVEN AVENUE BURLINGTON WA 98233

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# EXHIBIT "B" Legal Description

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Lot B-1, City of Burlington Short Plat No. 2-92, approved January 19, 1993, recorded January 21, 1993 in Book 10 of Short Plats, page 167, under Auditor's File No. 9301210013 and being a portion of Tract 44, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per Plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.